# United States Bankruptcy Court Middle District of Pennsylvania

In re: Nicholas Dane Tyson Debtor Case No. 25-01200-HWV Chapter 13

# **CERTIFICATE OF NOTICE**

District/off: 0314-1 User: AutoDocke Page 1 of 3
Date Rcvd: Jun 06, 2025 Form ID: pdf002 Total Noticed: 30

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

^ Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

#### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 08, 2025:

Recipient Name and Address

db + Nicholas Dane Tyson, 85 Azalea Drive, Windsor, PA 17366-8516

#### TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address + Email/PDF: acg.acg.ebn@aisinfo.com	Date/Time	Recipient Name and Address
Ci	+ Email/FDF: acg.acg.com@aisimo.com	Jun 06 2025 19:04:19	Bridgecrest Credit Company, LLC as Agent and Servi, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
5708276	+ Email/PDF: AffirmBKNotifications@resurgent.com	Jun 06 2025 19:04:16	Affirm, 30 Isabella Street, Floor 4, Pittsburgh, PA 15212-5862
5708277	+ Email/Text: bk@avant.com	Jun 06 2025 18:49:00	Avant, 222 North LaSalle Street #1600, Chicago, IL 60601-1112
5708278	+ Email/Text: BarclaysBankDelaware@tsico.com	Jun 06 2025 18:48:00	Barclays Bank Delaware, PO Box 8803, Wilmington, DE 19899-8803
5708279	+ Email/Text: rm-bknotices@bridgecrest.com	Jun 06 2025 18:49:00	Bridgecrest Acceptance Corporation, PO Box 53087, Phoenix, AZ 85072-3087
5709454	+ Email/PDF: acg.acg.ebn@aisinfo.com	Jun 06 2025 18:54:02	Bridgecrest Credit Company, LLC as Agent, AIS Portfolio Services, LLC, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
5708280	Email/PDF: AIS.cocard.ebn@aisinfo.com	Jun 06 2025 19:04:19	Capital One Bank, PO Box 30285, Salt Lake City, UT 84130-0285
5716693	Email/PDF: AIS.cocard.ebn@aisinfo.com	Jun 06 2025 19:04:19	Capital One N.A., by AIS InfoSource LP as agent, PO Box 71083, Charlotte, NC 28272-1083
5708281	Email/PDF: Citi.BNC.Correspondence@citi.com	Jun 06 2025 19:04:22	DSNB / Macy's, PO Box 8218, Mason, OH 45040
5708282	+ Email/Text: sbse.cio.bnc.mail@irs.gov	Jun 06 2025 18:48:00	Internal Revenue Service, Centralized Insolvency Operation, PO Box 7346, Philadelphia, PA 19101-7346
5708283	Email/Text: JCAP_BNC_Notices@jcap.com	Jun 06 2025 18:48:00	Jefferson Capital Systems, 16 Mcleland Road, PO Box 7999, Saint Cloud, MN 56302-9617
5708284	^ MEBN	Jun 06 2025 18:46:34	KML Law Group, BNY Mellon Independence Center, 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541
5710756	+ Email/Text: inchargehq@westcreekfin.com	Jun 06 2025 18:49:00	Koalafi, 424 Hull Street Suite 600, Richmond, VA 23224-4114
5708285	+ Email/Text: inchargehq@westcreekfin.com	Jun 06 2025 18:49:00	Koalafi, PO Box 5518, Glen Allen, VA 23058-5518
5708286	Email/Text: bankruptcynotifications@leafyfinancial.com	Jun 06 2025 18:48:00	Leafy Financial, 2921 Brown Trail, Suite 250,

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			Bedford, TX 76021
5711261	Email/PDF: resurgentbknotifications@resurgent.com	Jun 06 2025 18:53:59	LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
5712429	Email/PDF: MerrickBKNotifications@Resurgent.com	Jun 06 2025 19:04:22	MERRICK BANK, Resurgent Capital Services, PO Box 10368, Greenville, SC 29603-0368
5708287	+ Email/PDF: MerrickBKNotifications@Resurgent.com	Jun 06 2025 18:53:58	Merrick Bank, PO Box 9201, Old Bethpage, NY 11804-9001
5713340	+ Email/PDF: cbp@omf.com	Jun 06 2025 18:53:36	OneMain Financial, PO Box 3251, Evansville, IN 47731-3251
5708288	Email/Text: RVSVCBICNOTICE1@state.pa.us	Jun 06 2025 18:48:00	PA Department of Revenue, Attn: Bankruptcy Division, PO Box 280496, Harrisburg, PA 17128-0946
5708289	^ MEBN	Jun 06 2025 18:47:07	Patenaude & Felix, 2400 Ansys Drive, Suite 402B, Canonsburg, PA 15317-0403
5708290	+ Email/PDF: ebnotices@pnmac.com	Jun 06 2025 19:04:14	PennyMac Loan Services, PO Box 514387, Los Angeles, CA 90051-4387
5708291	Email/PDF: resurgentbknotifications@resurgent.com	Jun 06 2025 18:54:01	Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
5708292	Email/PDF: ais.sync.ebn@aisinfo.com	Jun 06 2025 18:52:58	Synchrony Bank / PayPal Extras, Attn: Bankruptcy Department, PO Box 965060, Orlando, FL 32896-5060
5708293	+ Email/Text: dht@pacollections.com	Jun 06 2025 18:48:00	Tsarouhis Law Group, 21 South 9th Street, Suite 200, Allentown, PA 18102-4861
5708794	Email/PDF: OGCRegionIIIBankruptcy@hud.gov	Jun 06 2025 18:53:58	U.S. Department of Housing and Urban Development, 801 Market Street 12th Floor, Philadelphia, PA 19107
5708294	+ Email/PDF: OGCRegionIIIBankruptcy@hud.gov	Jun 06 2025 18:53:58	US Department of HUD, 451 7th Street SW, Washington, DC 20410-0001
5708295	Email/Text: dispute@velocityrecoveries.com	Jun 06 2025 18:48:00	Velocity Investments, 1800 Route 34 North, Building 3, Suite 305, Wall Township, NJ 07719
5711780	+ Email/Text: bankruptcynotification@wellspan.org	Jun 06 2025 18:48:00	Wellspan Health, P O Box 15119, YORK, PA 17405-7119

TOTAL: 29

# **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

# **NOTICE CERTIFICATION**

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 08, 2025	Signature:	/s/Gustava Winters	

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# CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 6, 2025 at the address(es) listed below:

Name Email Address

Denise E. Carlon

on behalf of Creditor PENNYMAC LOAN SERVICES LLC bkgroup@kmllawgroup.com, bkgroup@kmllawgroup.com

Jack N Zaharopoulos

ecf\_pahu\_alt@trustee13.com

Paul Donald Murphy-Ahles

on behalf of Debtor 1 Nicholas Dane Tyson pmurphy@dplglaw.com kgreene@dplglaw.com

United States Trustee

ustpregion03.ha.ecf@usdoj.gov

TOTAL: 4

## **LOCAL BANKRUPTCY FORM 3015-1**

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	CHAPTER 13
NICHOLAS DANE TYSON	CASE NO.
	ORIGINAL PLAN  AMENDED PLAN (indicate 1st, 2nd 3rd, etc.)
	0 number of Motions to Avoid Liens 0 number of Motions to Value Collateral

# **CHAPTER 13 PLAN**

#### **NOTICES**

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

1	The Plan contains nonstandard provisions, set out in §9, which are not included in the standard Plan as approved by the US Bankruptcy Court for the Middle District of Pennsylvania.	⊠ Not Included
2	The Plan contains a limit on the amount of a secured claim, set out in §2.E, which may result in a partial payment or no payment at all to the secured creditor.	⊠ Not Included
3	The Plan avoids a judicial lien or nonpossessory, nonpurchase-money security interest, set out in §2.G.	⊠ Not Included

#### YOUR RIGHTS WILL BE AFFECTED

READ THIS PLAN CAREFULLY. If you oppose any provision of this Plan, you must file a timely written objection. This Plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the Plan.

#### 1. PLAN FUNDING AND LENGTH OF PLAN

## A. Plan Payments from Future Income

1. To date, the Debtor paid \$0.00 (\$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the

Plan the following payments. If applicable, in addition to monthly Plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base Plan is \$51,300.00 plus other payments and property stated in \$1B below:

Start mm/yyyy	End mm/yyyy	Plan Payment	Estimated Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
05/2025	04/2030	\$855.00	\$0.00	\$855.00	\$51,300.00
				Total Payments:	\$51,300.00

- 2. If the Plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payment and the Plan funding. Debtor must pay all post-petition mortgage payments that have come due before the initiation of conduit mortgage payments.
- 3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the Plan.

#### 4. CHECK ONE:

$\square$ Debtor is at or under median income.	If this line is checked, the rest of §1.A.4
need not be completed or reproduced.	

☑ Debtor is over median income. Debtor estimates that a minimum of \$17,289.00 must be paid to allowed unsecured creditors in order to comply with the Means Test.

#### B. Additional Plan Funding from Liquidation of Assets/Other

1. The Debtor estimates that the liquidation value of this estate is \$68,022.50. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances is before the deduction of Trustee fees and priority claims.)

#### **CHECK ONE:**

 $\boxtimes$  No assets will be liquidated. *If this line is checked, skip §1.B.2 and complete §1.B.3, if applicable.* 

☐ Certain assets will be liquidated as follows:

2. In addition to the above specified Plan payments, Debtor shall dedicate to the Plan proceeds in the estimated amount of \$0.00 from the sale of property known and designated as . All sales shall be completed by , 20 . If the property does not sell by the date specified, then the disposition of the property shall be as follows:

3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:

#### 2. SECURED CLAIMS

## A. <u>Pre-Confirmation Distributions</u> Check One

$\boxtimes$ None. If "None" is checked, the rest of §2.A need not be completed or
reproduced.
☐ Adequate protection and conduit payments in the following amounts will be
paid by the Debtor to the Trustee. The Trustee will disburse these payments for
which a Proof of Claim has been filed as soon as practicable after receipt of said
payments from the Debtor.

Name of Creditor	Last Four Digits of Account Number	Estimated Monthly Payment

- 1. The Trustee will not make a partial payment. If the Debtor makes a partial Plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.
- 2. If a mortgagee files a notice pursuant to Fed. R. Bankr. P. 3002.1(b), the change in the conduit payment to the Trustee will not require modification of this Plan.

# B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor Check One

· · ·	-
reproduced.	
⊠ Payments will be made by the Debtor directly to	the Creditor according to
the original contract terms, and without modificat	ion of those terms unless
otherwise agreed to by the contracting parties. All li	ens survive the Plan if not
avoided or paid in full under the Plan.	

 $\square$  None. If "None" is checked, the rest of §2.B need not be completed or

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
PennyMac Loan Services	85 Azalea Drive Windsor, PA 17366	2993

US Department of HUD	85 Azalea Drive Windsor, PA 17366	2993
Bridgecrest Acceptance Corporation	2021 Subaru WRX	3501

# C. Arrears (Including, but not limited to, Claims Secured by Debtor's Principal Residence) Check One

$\square$ None.	If	"None"	is	checked,	the	rest	of	§2.C	need	not	be	comple	eted	Οľ
reproduce	d.													

☑ The Trustee shall distribute to each Creditor set forth below the amount of arrearages in the allowed claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the Creditor as to that collateral shall cease, and the claim will no longer be provided for under §1322(b)(5) of the Bankruptcy Code:

Name of Creditor	Description of Collateral	Estimated Pre- Petition Arrears to be Cured	Estimated Post- Petition Arrears to be Cured	Estimated Total to be Paid in Plan
PennyMac Loan Services	85 Azalea Drive Windsor, PA 17366	\$20,000.00	\$0.00	\$20,000.00

# D. Other Secured Claims (Conduit Payments and Claims for Which a §506 Valuation is Not Acceptable, etc.) Check One

⊠ None.	If "None"	is checked,	the rest	of §2.D	need n	ot be	completed	or
reproduced	d.							

- ☐ The claims below are secured claims for which a §506 valuation is not applicable, and can include: (1) claims that were either (a) incurred within 910 days of the petition dated and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value; (2) conduit payments; or (3) secured claims not provided for elsewhere.
- 1. The allowed secured claims listed below shall be paid in full and their liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law discharge under §1328 of the Code.
- 2. In addition to payments of the allowed secured claim, present value interest pursuant to 11 U.S.C §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised,

then the Court will determine the present value interest rate and amount at the Confirmation Hearing.

3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be Paid in Plan

## E. Secured Claims for Which a §506 Valuation is Applicable Check One

reproduced.

□ Claims listed in the subsection are debts secured by property not described in §2.D of this Plan. These claims will be paid in the Plan according to modified terms, and liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code. The excess of the Creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. The liens will be avoided or limited through the Plan or Debtor will file an adversary or other action (select method in last column). To the extent not already determined, the amount, extent or validity or the allowed secured claim for each claim listed below will be determined by the Court at the Confirmation Hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid,

 $\boxtimes$  None. If "None" is checked, the rest of §2.E need not be completed or

Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan, Adversary, or Other Action

#### F. Surrender of Collateral Check One

payments on the claim shall cease.

None. If "None" is checked, the rest of §2.F need not be completed or reproduced.

☐ The Debtor elects to surrender to each Creditor listed below in the collateral that secures the Creditor's claim. The Debtor requests that upon confirmation of this Plan or upon approval of any modified plan, the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 4 below.

# Name of Creditor Description of Collateral to be Surrendered

- **G.** <u>Lien Avoidance</u> Do not use for mortgages or for statutory liens, such as tax liens. Check One of the Following Lines
  - $\boxtimes$  None. If "None" is checked, the rest of §2.B need not be completed or reproduced.
  - ☐ The Debtor moves to void the following judicial and/or nonpossessory, nonpurchase money liens of the following creditors pursuant to §522(f) (this § should not be used for statutory or consensual liens such as mortgages).

Name of Lien Holder	
Lien Description	
for Judicial Liens, include court and docket number	
Description of Liened Property	
Liened Asset Value	
Sum of Senior Liens	
Exemption Claim	
Amount of Lien	
Amount Avoided	

#### 3. PRIORITY CLAIMS

#### A. Administrative Claims

- 1. <u>Trustee's Fees</u>. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.
- 2. Attorney's Fees. Complete Only One of the Following Options
  - a. In addition to the retainer of \$367.00 already paid by the Debtor, the amount of \$4,633.00 in the Plan. This represents the unpaid balance of the presumptively reasonable fee specified in LBR 2016-2(c); or
  - b. \$0.00 per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between Debtor and the Attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to LBR 2016-2(b).
- 3. Other. Other administrative claims not included in §§3.A.1 or 3.A.2 above. *Check One*

Name of Creditor	Estimated Total Payment
<ul><li>☑ None. If "None" is checked, the rest of reproduced.</li><li>☐ The following administrative claims will</li></ul>	•

## B. Priority Claims (including certain Domestic Support Obligations)

Allowed unsecured claims entitled to priority under §1322(a) will be paid in full unless modified under §9

Name of Creditor	Estimated Total Payment
Internal Revenue Service	per allowed POC
PA Department of Revenue	per allowed POC

# C. <u>Domestic Support Obligations Assigned to or Owed to a Governmental Unit Under 11 U.S.C. §507(1)(a)(B)</u> Check *One*

$\boxtimes$ None.	Ιf	"None"	is	checked,	the	rest	of	§3.C	need	not	be	completed	or
reproduced	l.												

 $\square$  The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim. This Plan provision requires that payments in §1.A be for a term of 60 months (see 11 U.S.C. §1322(a)(4)).

Name of Creditor	Estimated Total Payment

#### 4. UNSECURED CLAIM

## A. Claims of Unsecured Nonpriority Creditors Specially Classified Check One

 $\boxtimes$  None. If "None" is checked, the rest of §4.A need not be completed or reproduced.

	unse uncla	To the extent the cured claims, substituting the current state of the cu	such as co-sured claims.	signed unsec The claim	cured debts, v shall be paid	will be paid interest at the	before other, he rate stated	
	Name of Ci	reditor	Reason fo Classif		Estimated Amount of Claim	Interest Rate	Estimated Total Payment	
5.	<ul> <li>B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.</li> <li>5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES Check One</li> <li>  □ None. If "None" is checked, the rest of §5 need not be completed or reproduced.  □ The following contracts and leases are assumed (and arrears in the allowed claim to be cured in the Plan) or rejected:</li> </ul>							
	e of Other Party	Description of Contract or Lease	Monthly Payment	Interest Rate	Estimated Arrears	Total Plan Payment	Assume or Reject	
6.	Property of  Property of	OF PROPERT the estate will lan Confirmation try of Dischar losing of Case	vest in the		on: Check the	Applicable	Line	
7.	⊠ T:	GE Check One  the Debtor will  the Debtor is n  the discharge	ot eligible f	for a dischar		•	as previously	
8.	ORDER OI	F DISTRUBIT	ION					
		tion Creditor fi Trustee will tr						

Payments from the Plan will be made by the Trustee in the following order:

Level 1:		
Level 2:		
Level 3:		
Level 4:		
Level 5:		
Level 6:		
Level 7:		
Level 8:	 	 

If the above levels are filled in, the rest of  $\S 8$  need not be completed or produced. If the above levels are not filled-in, then the Order of Distribution of Plan payments will be determined by the Trustee using the following as a guide:

- Level 1: adequate protection payments
- Level 2: Debtor's attorney's fees
- Level 3: Domestic Support Obligations
- Level 4: priority claims, pro rata
- Level 5: secured claims, pro rata
- Level 6: specifically classified unsecured claims
- Level 7: timely filed general unsecured claims
- Level 8: untimely filed general unsecured claims to which the Debtor has not objected

#### 9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the Plan is void. (NOTE: The Plan and any attachment must be filed as one document, not as a Plan and Exhibit.)

04/30/2025	/s/ Paul D. Murphy-Ahles
Dated:	
	Attorney for Debtor
	/s/ Nicholas Dane Tyson
	75/ Ivicholas Dane Tyson
	Debtor 1

By filing this document, the Debtor, if not represented by an Attorney, or the Attorney for Debtor also certifies that this Plan contains no nonstandard provisions other than those set out in §9.